RESOLUTION (44-2013)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING AND DIRECTIONG THE CITY ADMINISTRATOR TO SIGN AMENDMENT NO. 2 TO THE NETMOTION SERVER INTERGOVERNMENTAL AGREEMENT BETWEEN FAIRVIEW AND THE CITY OF GRESHAM

WHEREAS, the City of Fairview entered into an intergovernmental agreement with the City of Gresham on WHAT DATE (IGA) to allow Fairview to access the City of Gresham's NetMotion server which allows the Fairview Officers' mobile data terminals to connect with the Bureau of Emergency Communications (BOEC); and

WHEREAS, the IGA with East County jurisdictions provides a broadband solution for the VCAD system; and

WHEREAS, this collaboration provides for the police department to have a reliable connection to BOEC at a cost savings to the City; and

WHEREAS, the City desires to continue this partnership.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVEW CITY COUNCIL AS FOLLOWS:

Section 1 The City Administrator is authorized and directed to sign Amendment No. 2 and any necessary extensions or additional amendments, to the NetMotion Server IGA in substantially the same form as the attached Exhibit A.

Section 2 This Resolution is and shall be effective from and after its passage by the Council.

Resolution adopted by the City Council of the City of Fairview, this 21st day of August, 2013.

Mayor, City of Fairview

Mike Weatherby

ATTEST

City Recorder, City of Fairview

Devree Leymaster

CITY OF GRESHAM CONTRACT NO. 5547

Amendment No. 2

This Contract Amendment is entered into by and between the City of Gresham, a municipal corporation of the State of Oregon (Gresham) and the City of Fairview (Contractor) and amends the contract on file with the Gresham City Recorder as Contract No. 5547 (Contract).

Whereas the City and Contractor desire to extend the contract for an additional year.

Now, therefore, it is hereby agreed that the Contract is amended as follows:

- 1. This contract is renewed effective July 1, 2013, and expires on June 30, 2014. This is the third year of a twelve year contract.
- 2. Exhibit A shall be deleted in its entirety and replaced with Exhibit A attached hereto.

This Contract Amendment and the agreed adjustment in the scope of work, contract price, or time is a complete and equitable adjustment for all direct, indirect, consequential and impact costs and delays arising out of or related to this Contract Amendment.

In all other respects, the Contract shall remain in full force and effect.

CITY OF GRESHAM	CITY OF FAIRVIEW		
City Manager or Designee	Contractor		
Date:	Date:		
APPROVED AS TO FORM			
City Attorney or designee			
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EXHIBIT A IGA NET MOTION SERVER FEES 7/1/2013

Daniel Committee of the	License Fee	\$7,300.00		
First year costs				
	% of licenses	Annual	Quarterly	
Gresham Fire	18%			
Gresham Police	55%			
Fairview	10%	\$706.45	\$176.61	
Troutdale	15%	\$1,059.68	\$264.92	
District 14	3%	\$235.48	\$58.87	
	100%			
Recurring Annual	Administration Fee			-
\$5.15 per license				
-	# of licenses	Annual	Quarterly	Monthly
Gresham Fire	22			
Gresham Police	68			
Fairview	12	\$763.85	\$190.96	\$63.65
	18	\$1,145.77	\$286.44	\$95.48
Troutdale				
10 TO	4	\$254.62	\$63.65	\$21.22